



Maharashtra State Mining Corporation Limited

TENDER

For

Selection of MDOs for mining, transportation, stocking and loading of Sand

NOTICE INVITING TENDER**MAHARASHTRA STATE MINING CORPORATION LTD.****TENDER No.: MSMC/Sand/01/2018****Date: 06/11/2018****National Competitive Bidding**

Name of the Work	Selection of MDOs for Sand mining, transportation, stocking and loading of Sand for allocated sand ghats in Nagpur, Bhandara, Gondia, Gadchiroli, Chandrapur and Wardha Districts.	
Mode of submission of Bid in Stage I	Physical submission through courier or in person	
Cost of Tender Document	INR 5000/- (INR Five Thousand) (Non-refundable) in the form of Demand Draft drawn in favour of “Maharashtra State Mining Corporation Ltd.” payable at Nagpur or in the form of NEFT/RTGS transfer. Details for NEFT/RTGS transfer are as below.	
	Account No.	20050601286
	Account Name	Maharashtra State Mining Corporation Ltd.
	IFSC Code	MAHB0000240
	Bank name	Bank of Maharashtra
	Branch name	Deo Nagar, Nagpur
Earnest Money Deposit	INR 50,00,000/- (INR Fifty lakh only) in the form of a Demand Draft/ issued by a Nationalized/ Scheduled Bank In favour of “Maharashtra State Mining Corporation Ltd.” payable at Nagpur	
Date of publication of Tender on website	Tuesday, 06.11.2018	
Last date of submission of pre-Bid queries	12.11.2018 till 14.00 Hrs at sales@msmc.gov.in	
Date of Pre Bid Conference	12.11.2018 at 15.00 Hrs at MSMC Head office, Nagpur	

Last Date/Time for submission of Bids [Bid Due Date]	28.11.2018 up to 14.30 Hrs
Bid opening date	Thursday, 29.11.2018 at 15.00 Hrs at MSMC Head office, Nagpur
Opening of financial bid	To be announced.
Bid submission address	Managing Director Maharashtra State Mining Corporation Khanikarm Bhawan, Plot No.7 Ajni Square, Wardha Road, Nagpur – 440015 Maharashtra, India
Contact no.	0712-2253204-06

Sd/-

Managing Director

Maharashtra State Mining Corporation Ltd.

Disclaimer

This Document is not an Agreement or an offer by MSMC to Bidders or any third party. The purpose of this Document is to provide interested parties with information to facilitate the formulation of their Proposal.

This Notice inviting Tender (NIT)/Request for Proposal (RFP) is issued by Maharashtra State Mining Corporation Ltd. (MSMC). Whilst the information in this TENDER has been prepared in good faith, it is not and does not purport to be comprehensive or to have been independently verified. Neither MSMC nor any of its officers or employees, nor any of their advisors accept any liability or responsibility for the accuracy, reasonableness or completeness of, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed Project, or makes any representation or warranty, express or implied, with respect to the information contained in this TENDER or on which this TENDER is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned, and liability therefore is hereby expressly disclaimed.

The information contained in this TENDER is selective and is subject to updating, expansion, revision and amendment at the sole discretion of MSMC. It does not, and does not purport to, contain all the information that a recipient may require for the purposes for making a decision for participation in this process. Neither MSMC nor any of its officers, employees nor any of its advisors undertakes to provide any Party with access to any additional information or to update the information in this TENDER or to correct any inaccuracies therein which may become apparent.

This TENDER includes certain statements, projections, targets and forecasts with respect to the Project. Such statements, projections, targets and forecasts reflect various assumptions made by the management, officers and employees of MSMC, which (the assumptions and the base Information on which they are made) may or may not prove to be correct. No representation or Warranty is given as to the reasonableness of forecasts or the assumptions on which they may be based and nothing in this TENDER is, or should be relied on as, a promise, representation or warranty.

MSMC shall be the sole and final authority with respect to qualifying MDO for Sand Mining through this TENDER. The decision of MSMC in qualifying a respondent shall be final and MSMC reserves the right to reject any or all the Bids without assigning any reason. MSMC further reserves the right to negotiate with the qualifying agencies to enhance the value through this project and to create a more amicable environment for the smooth execution of the project.

The Bidder shall bear all costs associated with the preparation and submission of all the Proposals and communications (against TENDER). MSMC shall not, under any circumstances, be responsible or liable for any such costs.

By responding to the TENDER, the Bidder shall be deemed to have confirmed that Bidder is fully satisfied and understood the terms and conditions of the TENDER. The Bidder hereby expressly waives any and all claims in respect thereof.

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Chapter 1. List of Abbreviations

Abbreviations	Full forms
EIA	Environment Impact Assessment
EMD	Earnest Money Deposit
EMP	Environment Management Plan
FY	Financial Year
MSMC	Maharashtra State Mining Corporation Limited
GOI	Government of India
MPCB	Maharashtra State Pollution Control Board
IBM	Indian Bureau of Mines
INR	Indian National Rupees/Legal tender currency of India
JSSMP	Revised Sand Dispensation Policy of Maharashtra Govt. as enumerated in GR dated 03/01/2018
LOI	Letter of Intent
MoEF&CC	Ministry of Environment, Forest and Climate Change
PBG	Performance Bank Guarantee
RFP	Request for Proposal
RBI	Reserve Bank of India
RTGS	Real-time gross settlement
SMA	Sand Mining Agreement
SMF	Sand Mining Fee
TOR	Terms of Reference
HEMM	Heavy Earth Moving Machinery

Chapter 2. Definition and interpretation

“**MDO**” means mine developer cum operator which in this case would be an individual or a firm or a company who has been appointed by MSMC to carry out the terms of Sand Mining Agreement, and includes the MDO’s employees, agents, consultants or sub-contractors.

“**Applicable Laws**” shall mean all applicable statutes, laws, by-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any governmental authority or court or other law, rule or regulation approval from the relevant governmental authority, government resolution, directive, or other government restriction or any similar form of decision of, or determination by, or any interpretation or adjudication having the force of law in India.

“**Approvals**” mean Mine Plan Approval, Environment Clearance, Forest Clearance and all other licenses, permits, consents and permissions necessary under Applicable Law in respect of this Agreement for mining, transportation, stocking and loading of sand including performance of any obligation or exercise of any right by a Party herein.

“**Authority**” includes any government or governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity having jurisdiction over the subject matter(s) in question.

“**Bid**” shall mean the Bid submitted by Bidder to MSMC in response to this NIT and subsequent correspondence between Bidder and MSMC in this regard, accepted by MSMC in relation to the matters set out in this Tender.

“**Bid Due Date**” means the date on which the Technical Bid and the Financial Bid is required to be submitted in accordance with clause 9

“**Bidder**” means a company or a firm who purchased this Tender Document, and the expression Bidders shall include all such companies or firms.

“**Business Day**” means a day other than a Sunday or a public holidays in India on which MSMC is open for business in Maharashtra.

“**Claim**” means any claim, notice, demand, debt, account, action, expense, cost, lien, liability, proceeding, litigation (including reasonable legal costs), investigation or judgment of any nature whatsoever, any losses, damages, charges, interest, assessments, penalties and settlements, including those arising out of or in relation to any claim, suit, arbitration, proceedings and all sums paid in relation to any compromise or settlement of any such claim, suit, arbitration or proceedings.

“**Commencement Date of Work**” means the date on which the Sand Mining Agreement between Successful Bidder and MSMC will be signed.

“**Financial Bid**” means Price Proposal submitted by the Bidder, in accordance with the terms and conditions of this RFP.

“**Financial Year**” or “**Operational Year**” means the period of 12 months commencing from April 01 of each year to the March 31 of the following year. However, the first Operational Year shall mean the period beginning from the Commencement Date of Work till the immediately following March 31.

“**Minerals**” means mineral or minerals as defined in The Mines Act 1952.

“Sand Mining” means deployment of required resources such as man power and machinery for execution of the Sand Mining Agreement and execution of approved sand mine plan and environmental clearance, includes all necessary activity or services associated with mining of sand, maintenance, consumable, supply of fuel, marching, relocation etc.

“Sand Mining Agreement” or “Agreement” shall mean Sand Mining Agreement (along with all Schedules and Annexures) attached at Annexure I.

“Sand Mining Fee” shall have definition specified in the clause 9.1

“MSMC” means Maharashtra State Mining Corporation Ltd., a government of Maharashtra undertaking (which expression shall unless excluded by or repugnant to the subject or context, include its legal representatives, successors and permitted assigns) having its registered office at Maharashtra State Mining Corporation Ltd., Khanikarm Bhawan, Plot No.7 Ajni Square, Wardha Road, Nagpur 440015 and having authorities to enter into Sand Mining Agreement.

“Performance Bank Guarantee” or “PBG” means the amount to be submitted by Successful Bidder in accordance with clause 9.4 of this Tender Document

“Preferred Bidder” shall be the Technically Qualified Bidder who submits the lowest Financial Bid

“Sand” is defined as a loose granular substance, typically pale yellowish brown, resulting from the erosion of siliceous and other rocks and forming a major constituent of beaches, river beds, the seabed, and deserts.

“Revised Sand Policy” shall mean the Revised Sand Policy as per The Maharashtra Government Resolution No. गौखनि -१०/०६१५/प्र. क्र. २८९/ख dated 03-01-18, , and time to time amendments made thereafter.

“Stockyard” shall mean the area identified by MSMC or District Administration or MDO and further demarcated by MSMC for stocking the Sand excavated by the MDO, and from where selling to prospective buyers shall be done

“Successful Bidder(s)” shall be the Bidder(s) selected pursuant to terms and condition of this TENDER including corrigendum/addendums through bidding process.

“Technically Qualified Bidder” shall be the Bidders who are found to be eligible in accordance with the prescribed eligibility conditions and whose Bids meet the requirements under this Tender Document

“Tender” or “Tender Document” means this tender document together with the schedules/annexures and documents referred herein, including any addendum(s)/corrigendum(s) to this Tender Document.

“Work” or “Scope of Work” means all the work required to undertaken by the MDO to excavate Sand in accordance with clause 17 of this Tender Document

Chapter 3. Introduction

1. *MSMC Ltd.*

- 1.1 MSMC is a limited company fully owned by the Government of Maharashtra and is engaged in the development of mineral resources including commercial exploitation of minerals and to facilitate development of mineral based industries in the State. MSMC has also been nominated as the State Agency for distribution of coal to micro, small, medium and other industries in the State. Currently, MSMC is engaged in mining of, Iron ore, Fluorite, limestone, dolomite, sillimanite, kyanite and pyrophyllite.
- 1.2 As per The Maharashtra Revised Sand Policy (The Maharashtra Government Resolution No. गौखनि -१०/०६१५/प्र. क्र. २८९/ख dated ०३-०१-१८, large sand ghats can be reserved for excavation and sale by MSMC. MSMC has accordingly applied for reservation of ghats in Nagpur, Bhandara, Gondia and Gadchiroli Districts. MSMC is required to excavate sand from allocated stockyards and prepare stockyard/depot for storage of the excavated sand. MSMC is interested in selection of MDOs for Mining, Transportation, Stocking and loading of sand.

2. *About project*

MSMC has applied for reservation of ghats in Nagpur, Bhandara, Gondia and Gadchiroli Districts. On the basis of actual allocation/reservation of sand ghats by the concerned authorities (against MSMC's application), MSMC plans to prepare suitable lots by dividing the allocated sand Ghats in lot size of approximately 50000 Brass each. Selected Bidders will be asked to run one or more lots depending upon their technical and financial capability. The lots will be prepared according to geographical location and the proximity of ghats. Ghats located in a particular area will be kept in one lot to ensure operational ease and efficiency. MSMC reserves the right to determine and divide the allocated sand ghats in suitable lots and the assigning thereof; the bidders cannot challenge the same or demand to get the same modified under any circumstances. **Bidders must note that this tender is not for outsourcing or subletting of sand ghats. The tender is similar to raising contract as the selected MDO will only mine/excavate, transport, stock and load the sand as per directives of MSMC, the sand excavated/produced by MDO will be sold exclusively by MSMC.**

3. *Duration of the Agreement*

- 3.1 The duration of the Agreement will be for 1 years, duration of the Agreement can further be extended by mutual consent of MSMC and the MDOs on the basis of MDO's performance. However, if the performance of the MDO is found unsatisfactory and it fails to meet the terms of the Agreement and guidelines of MSMC and other statutory bodies, issued from time to time for safe and successful mining operations, the Managing Director of MSMC reserves the right to cancel the contract after giving one month notice, and shall be entitled to get completed the work at the MDO's risk and cost. Maximum duration of the agreement shall be as per the lease period of related sand ghats. Duration of the agreement may change as per amendments made in the Sand Mining Policy.

4. *Cost of Tender Document*

- 4.1 The tender documents can be downloaded from MSMC's web site <http://www.msmc.gov.in/>. The cost of tender documents is to be submitted at the time of submission of bid in the form of demand draft or proof of NEFT/RTGS transfer of INR 5,000/- as mentioned in tender notice, in the sealed cover. If the amount mentioned in the Demand Draft or NEFT/RTGS is found short, the tender will not be considered for scrutiny and will be out rightly rejected.

5. Validity of Proposal

- 5.1 The Proposals submitted shall remain valid for a period of 180 Days from the date of submission of Bid.

Chapter 4. Instruction to Bidders

6. General

- 6.1 The Bidders are advised to read the instruction, evaluation norms and other terms and conditions described in these documents under different Chapters carefully before submitting their offer. In case of any doubt they may seek clarification from Mr. Aditya Rathore AM(Mktg), In-charge Sand, available at MSMC's head office at Nagpur. Bidder requiring any clarification regarding RFP may notify MSMC in pre-Bid meeting or by sending queries through email at sales@msmc.gov.in. However, no queries on Eligibility Criteria shall be entertained by MSMC.

7. Site Visit

- 7.1 Bidders are advised to visit the sites to study the actual working conditions, before submitting their offer. There shall be no excuse from Bidder's side if Bidder does not make site visit. The information/details given in the Tender document are only to describe magnitude of work and are for mere guidance to the Bidders. The project works are under the charge of Mr. Aditya Rathore AM(Mktg), In-charge Sand, MSMC, and his contact details are as below.

Phone: 9403210449,

FAX: (0712) 2253203

E-mail: sales@msmc.gov.in

Any negligence or failure on the part of the Bidder in obtaining necessary and reliable information upon the foregoing or any other matters affecting the contract shall not relieve him from any risks or liabilities or the entire responsibility from completion of the works at the scheduled rates and time in strict accordance with the Agreement. The cost and arrangements incurred by Bidders for site visit shall be borne by the Bidder only.

8. Brief description of Scope of Work

The scope of work is as below.

- (i) MDO shall deploy machinery/manpower to excavate Sand in accordance with the approved Mine Plan, Environmental Clearance and MOEF Guidelines.
- (ii) MDO shall deploy tractor trolleys to transport the sand from the Sand Ghat up to the Stockyard
- (iii) MDO shall protect the Sand Ghat from illegal mining and Stockyard from any pilferage.
- (iv) MDO shall deploy machinery to load sand into the buyer's vehicle as directed by MSMC at the Stockyard.
- (v) MDO shall develop the sand stockyard near the sand ghat. Development of stockyard also includes lighting of stockyard and maintenance of approach route up to nearest access road.
- (vi) MDO will provide necessary infrastructure such as temporary/portable site office, guard cabins, etc. with power backup and net connectivity.

(vii) MDO will install CCTV cameras as per requirements and instructions from MSMC.

For detailed Scope of Work refer chapter -6 Term of Reference.

9. Tender process

9.1 Manner of Submission

(i) The Bidders shall be required to submit following documents on or prior to Bid Due Date:

- Preliminary Bid (EMD and Tender Document fee)
- Technical Bid
- Financial Bid

(ii) The Bid shall be submitted in the manner as prescribed below.

a. Part – I: Preliminary Bid

Tender Document fee and EMD in the desired form shall be placed in a sealed cover super-scribed “EMD AND TENDER DOCUMENT FEE”, Tender No. MSMC/Sand/01/2018 and Name of work “Selection of MDO for mining, transportation, stocking and loading of Sand”.

b. Part – II: Technical Bid

Technical Bid comprises of following documents:

- Form A: Checklist of documents to be enclosed in the Bid
- Form B: Bid Letter
- Form C: Status of the Bidder
- Form D: Fulfilment of eligibility criteria
- Form E : Details of the machinery equipment, tools, tackles etc., the MDO proposes to deploy for the Work
- Form F: Prescribed Forms for undertakings/ declaration by Bidder
- Form G: Power of Attorney
- Signed Tender Document, signature on all the pages

The documents required to be submitted along with the above forms in the desired form shall be placed in sealed cover super-scribed “TECHNICAL BID”, Tender No. MSMC/Sand/01/2018 and Name of work “Selection of MDO for mining, transportation, stocking and loading of Sand”.

c. Part – III: Financial Bid

- i. The Bidder shall quote the Sand Mining Fee which will include mining, transportation, stocking, loading of the sand and development of stockyard. This quoted rate shall be hereinafter referred as “Sand Mining Fee” or “SMF”.
- ii. The Bidder shall submit the same in the physical format as provided in Form I. This form shall be placed in sealed cover super-scribed “FINANCIAL BID”, Tender No. MSMC/Sand/01/2018 and Name of work “Selection of MDO for mining, transportation, stocking and loading of Sand”.
- iii. The SMF must be clearly shown both in figure and in words in English.

- iv. The escalated of SMF for any reason shall not be considered.
 - v. The Bidder shall quote SMF for entire Scope of Work. SMF for part of the Work shall be rejected.
 - vi. Taxes, levies and fees applicable for the execution of the Work such as GST, royalty payable to the State and/or Central government should not included in the lump-sum price and shall be reimbursed at actuals based on documentary evidence. Any taxes payable by the Bidder which are not incidental to the Work, including income tax, any such duties, on electricity & water, etc., shall not be paid or reimbursed by MSMC.
 - vii. SMF quoted by the Bidder shall be inclusive of all statutory and other incidental charges for the satisfactory completion of the Work.
 - viii. SMF quoted by the Bidder shall provide for the cost of labour, transportation, and materials including diesel, petrol etc., for works to be done at all heights, lifts and leads.
- (iii) All the three envelopes shall be placed in one sealed cover super-scribed tender no. MSMC/Sand/01/2018 and “Name of work : Selection of MDO for mining, transportation, stocking and loading of Sand” should be submitted at Head Office of MSMC, Nagpur before Bid Due Date as mentioned in the Tender notice.

9.2 Evaluation of the Bids

- (i) The Bid shall be evaluated to ascertain compliance of the Bidder with the eligibility conditions and requirements under this Tender Document. While examining the Bids, MSMC may consider such parameters as it may deemed to relevant, including considerations:
- EMD and Tender fee are found in the sealed document cover in the required form and are of the prescribed amount;
 - Technical Bid is received as per the prescribed formats along with all required documents and information;
 - Bid is received by the Bid Due Date including any extension thereof;
 - Bid contains all the information (complete in all respects) including the financial Bid as requested in this Tender Document;
 - Only one Technical Bid has been made by the Bidder;
 - Bid is generally considered to be in compliance in terms of any other parameters as may be considered relevant by the MSMC.
- (ii) Only those Bidders who are found to be eligible in accordance with the prescribed eligibility conditions and whose Bids meet the requirements under this Tender Document shall be declared as the “Technically Qualified Bidders”.

9.3 Opening of Bids

- (i) Preliminary Bids will be opened on the day of Bid opening for verification of receipt of payment towards document fee and EMD.
- (ii) On verification and accepting the documents of the preliminary Bids, Technical Bids will be opened and assessed. The Technically Qualified Bidders will be communicated the date and time of opening of Price Bid by fax or telephone or email.

9.4 Award of Work and Agreement

- i. The lowest Financial Bid received for each district shall be declared as the “Preferred Sand mining Fee” for that district.
- ii. If the L1 rates received during the tender is unreasonable or is unacceptable on ground of being too high or too low compared to estimated cost of work, the management reserves the right to seek justification of the rate from the lowest bidder. If the rate is not considerable reasonable, management may not accept such bid and go for another tender process.
- iii. The bidder quoting the L1 rate for a district will be will be offered one or more lots as per his expertise and ability based on bidder’s turnover and volume of similar works undertaken and completed and also as per the financial capability based on bidder’s net worth.
- iv. The remaining lots in the district might be offered to other bidders if they are willing to undertake the said work(s) on the L1 rates/preferred sand mining fee for that district.
- v. The Bidder(s) shall be issued a letters of intent (LOI) by MSMC. The Bidder(s) shall revert within seven days accepting the letter of intent.
- vi. The Bidders accepting the LOI must submit Performance Bank Guarantee within 7 days of submission of its acceptance of LOI. The PBG shall be 10% of annual contract value and shall not bear any interest
- vii. MSMC will sign Sand Mining Agreement on appropriate Stamp Paper (to be provided by the Bidder) in token of acceptance of the terms and conditions of the Agreement, within 7 days of submission of its acceptance of LOI. SMA shall be signed only after submission of Performance Bank Guarantee.
- viii. PBG shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfilment in all respect of the Agreement and the Scope of Work. The Performance Bank Guarantee should remain valid six (6) months after the completion of the Work as per the Agreement.
- ix. In case whole or part of PBG is encashed by MSMC on account of any reason, MDO shall replenish it without any fail within fifteen (15) days of such encashment.
- x. MSMC shall have right to invoke it, notwithstanding any dispute or difference between MDO and MSMC pending before any court, tribunal, arbitrator or any other Authority.
- xi. In case of any necessity arising after executing the Agreement and during the execution of the Work which requires alteration/modifications in the Agreement can be made after mutual understanding and consent of both the parties. The Successful Bidder will have to start the excavation activities immediately from the Commencement Date of Work. In case of failure to commence the Work within the above-mentioned period the Agreement may be terminated, at the discretion of MSMC.

9.5 General

- (i) If the Tender Documents and forms referred to in the Tender are not submitted or are submitted but not found duly filled in and unsigned, will result in rejection of the Tender.
- (ii) In the event of space being insufficient for furnishing required information, additional sheets may be used and signed.
- (iii) Canvassing in any form may lead to rejection of the offer.
- (iv) Bids once submitted shall not be returned and shall remain the property of the MSMC.

- (v) To assist in the scrutiny, evaluation and comparison of Bids, the MSMC may, at its discretion, seek from any or all Bidders, clarification(s) on his/their Bids, including technical information, documents and materials after the Technical Bid Opening but before opening of the Initial Price Offer. The request for clarification and response shall be in writing or by fax, but no change in the final price or substance of the Bid shall be permissible.
- (vi) MSMC reserves the right to cancel the Tender process at any stage without providing any clarification to Bidders.
- (vii) MSMC reserves the right to divide the contract in suitable lots with the aim to ensure increased level of participation and reduction of single contractor dependency, the same may be done based on the potential and capability of the “preferred bidder(s)”.

9.6 Corrigendum/Addendum

- (i) Corrigendum/Addendum if any shall be uploaded on MSMC website <http://www.msmc.gov.in> only. Please note that there is no provision to take out the list of parties downloading the Tender Document from the above referred websites. As such Bidders are requested to regularly visit the website before Bid Due Date of Tender opening to ensure that they have not missed any corrigendum/Addendum uploaded against the said Tender after downloading the Tender Document. The responsibility of downloading the related corrigendum, if any, will be that of the downloading parties. No separate intimation in respect of corrigendum will be sent to Bidders who down loaded the tender document from the website.

Chapter 5. Criteria for Evaluation of Technical Bids

10 Eligibility Criteria

10.1 The Bidder must be an Indian national, Individual, company or firm as defined in clause (20) of section 2 of the Companies Act, 2013 or Firm as per Section 4 of The Partnership Act, 1932.

AND

10.2 The Bidder must have executed mining/excavation/transportation of mineral, work of value not less than INR 2 Crore (Rupees Two Crore only) involving deployment of excavator, truck, dumper, tractor trolley or any other HEMM during the last three (3) years.

AND

10.3 The bidder must present evidence of ownership/hiring agreement with the owner of One Excavator, One Pay loader and 10 Tractor Trolleys which may be deployed for Mining, Transportation, Stocking and Loading of sand.

AND

10.4 The bidder must have minimum annual turnover of Rs. 5 Crores (Rupees Five Crore only) for each of the last three financial years i.e. 2015-16, 2016-17 and 2017-18.

Note:

For Criteria 10.1, following proof shall be required:

- In case the Bidder is an Individual or Proprietor, PAN Card, and GSTIN Registration Certificate, and affidavit or any other document to prove proprietorship/Individual status of the bidder.
- In case the Bidder is a Company, Certificate of registration of the Bidder has to be furnished by the Bidder.
- In case the Bidder is a partnership firm, Partnership deed containing name of the partners
- In case the Bidder is a firm, the constituents' documents along with particulars of all the members of the firm has to be furnished by the Bidder. In such case each member of the firm would be required to comply with the requirements prescribed in the Tender Documents with respect to submission of documents.

For Criteria 10.2, following proof shall be required:

- For work experience, Satisfactory Work Completion Certificate issued by the employer (with contact details for verification to be done by MSMC)
- Work order, BOQ and/or TDS may be sought during clarification.
- Certificate from certified statutory auditor mentioning the quantum of work done.
- In case the bidder was/is a lessee, proof of the grant of lease and copy of the return filed certified by respective District Mining Office (mentioning quantity and value of mineral produced, sold, consumed etc.)

For Criteria 10.3, following proof shall be required:

- For ownership of equipment, Registration certificate or Insurance Paper or any other document to prove ownership in the name of bidder,

- For hiring of equipment, attested copy of valid Hiring Agreement with owner of the equipment and copy of proof of ownership as mentioned above.

For Criteria 10.4, following proof shall be required:

- Certificate from the Chartered Accountant of the Organization.
- Audited Balance sheets for last three years i.e. 2015-16, 2016-17 and 2017-18.
- Income Tax return for last three years i.e. 2015-16, 2016-17 and 2017-18.

12 Acceptance of General Terms and Conditions

- 12.1 The Bidder should unconditionally accept all the terms and conditions of the Tender Document by signing on each page of the Tender Document including schedules and annexures and submit it along with its Technical Bid.

13 Authorized Signatory

- 13.1 The proposal shall be signed by the Bidder or by duly authorized persons to bind the Bidder to the Agreement. The letter of authorization shall be indicated by written power of attorney which shall accompany the proposal.

14 Earnest Money Deposit

- 14.1 A non-interest bearing Earnest Money Deposit (EMD) of INR 50,00,000/- (Rupees Fifty Lakh only) shall be paid along with the Tender, in sealed cover super scribed "EMD AND TENDER DOCUMENT FEE", in the form of Demand Draft in favour of "Maharashtra State Mining Corporation Ltd." payable at Nagpur from any Nationalized Bank/Scheduled Commercial Bank.
- 14.2 Any Tender submitted without Earnest Money Deposit in the desired form or of inadequate amount shall be summarily rejected and no claim shall be entertained on such rejected Tenders.
- 14.3 The EMD of the unsuccessful Bidders shall be returned within 30 days of the date of declaration of Technically Qualified Bidders and shall bear no interest.

15 Declaration

- 15.1 The Bidder should give a declaration along with the Technical Bid that it has not enclosed any conditional offer.

16 Black-Listing of the Bidder

- 16.1 The Bidder will submit a declaration to the effect that the Bidder or its director are not blacklisted by any Government organisation, has/have not been declared insolvent or punished or sentenced by a Court of law or under any judicial/quasi-judicial proceedings and such declaration/punishment/sentence by a court of law if any has been/has not been declared inoperative by any higher forum. This declaration shall be submitted along with the Technical Bid. If at any time such declaration is found false the Bid will be rejected or if the contract work is already awarded it will be terminated forthwith without payment of any compensation and the EMD/PBG will be forfeited.

Chapter 6. Terms of Reference

17 Scope of Work

- 17.1 MDO shall deploy the necessary manpower to excavate Sand in accordance with the approved Mine Plan, conditions of Environmental Clearance and as per the directives given by MSMC.
- 17.2 MDO shall deploy tractor trolley to transport the sand from the Ghat up to the Stockyard. The lead may be upto 3 Kms in most ghats, however, considering the possibility of longer lead distance in some ghats, additional per brass per km charge (over and above 3 Kms) must be quoted by MDO.
- 17.3 MDO shall deploy machinery to make heaps and load sand from Stockyard as directed by MSMC.
- 17.4 MDO shall maintain a stock level of at-least 15 day during non-monsoon months and a stock level of 4 months during monsoon period.
- 17.5 MDO shall deploy resources/security guards to protect the sand ghats, sand stock and property of MSMC or property of any contractor appointed by MSMC installed in Stockyard or in the working area of MDO. The requisite security staff must be deployed at all times (24/7) during the day and night in 3 shifts of eight hours each.
- 17.6 MDO shall develop the sand stockyard, development of stockyard includes but not limited to the maintenance of haulage road and approach route up to nearest access road, proper lighting arrangement, all the act required for proper operation, management and security of sand stockyard.
- 17.7 MDO will provide necessary infrastructure such as temporary/portable site office, guard cabins, etc. with power backup and net connectivity.
- 17.8 MDO will install CCTV cameras as per requirements and instructions from MSMC.
- 17.9 MDO shall secure perimeter of the dedicated sand bearing area to restrict the illegal mining and MDO shall be responsible if any such activity take place in the designated ghat.
- 17.10 MDO will erect boundary pillars and will ensure that the excavation does not take place outside the demarcated area/lease boundary.
- 17.11 MDO shall make necessary investments and expenses to mitigate all environmental risks.
- 17.12 Any other activity incidental to Sand mining apart from the indicated list provided above.

18 Responsibility of the MDO

- 18.1 MDO shall colour all its vehicle in the pattern and colour as directed by MSMC.
- 18.2 MDO must prohibit the entry of heavy vehicles near sand ghats. The sand excavated from sand ghats must be transported to the designated stockyards through tractor trolleys only.
- 18.3 MDO must ensure that the excavation and loading must be done between 6 am to 6 pm only.
- 18.4 MDO must ensure the erection of a display board at prominent place at sand ghat/stockyard, clearly mentioning, name of ghat, area of ghat, total sand deposit (in brass), name of leasee (MSMC), period of lease, name of MDO, name of manager and supervisor, along with contact numbers, name and contact numbers of contact person/in-charge in MSMC who may be contacted in case of complaint, etc.

- 18.5 The MDO must maintain visitor register at the Ghat/stockyard. Such register must be made available to the visiting government or MSMC officials who will make suitable entries and remarks in that register.
- 18.6 The MDO must maintain daily excavation, transportation, sale and stock registers at each sandghat.
- 18.7 The MDO must ensure that the sand is excavated manually from the sand ghats. Mechanical devices such as pokland, JCB machine should not be used for excavation of sand from sand ghats without the specific permission of Environment Department and MSMC.
- 18.8 MDO must ensure that the installed CCTV cameras are operational at all times. In the event of failure of CCTV camera on more than 3 occasions during a month, penalty equivalent to the value of per day production (of the particular ghat) can be imposed on the MDO for each such occasions of non-operation. The MDO will provide the CCTC footage to MSMC on weekly basis. The footage must be provided on CD's in two copies.
- 18.9 MDO shall procure and install GPS/RFID in all the deployed vehicle (used to transport sand from ghat to stockyard) as directed by MSMC, MDO shall be responsible for upkeep and maintenance of such GPS/RFID installed in their vehicles.
- 18.10 MDO shall ensure that all the machinery deployed is as per guideline of MOEF/NGT or any other government agency.
- 18.11 MDO shall ensure compliance of MOEF, NGT and Order/Judgment of honourable court, Act, Regulation or any regulatory or statutory requirements applicable to sand mining, transportation, stocking and loading activity
- 18.12 MDO shall pay the rent or any incidental charges for the area identified by MSMC or District Administration or MDO itself to develop the sand stockyard. The area of the stock yard may be identified by MSMC or District Administration for stocking of sand, however MDO, stating the reason, may identify a suitable area near sand ghat for development of sand stockyard. Development of stockyard also includes the maintenance of approach route up to nearest access road.
- 18.13 MDO shall be required to abide by all Applicable Laws such as but not limited to Revised Sand Policy of Maharashtra, Mines Act, Regulation, MMDR and any other applicable law, rule amended from time to time.
- 18.14 MDO shall make all arrangements for ensuring safety standards as required by the laws and the best industry practices. MDO shall also provide for prevention of occupational health and creation of good work environment. In case of any breach and hence, penal sanctions on MSMC, the same shall be borne by MDO over and above the penalties for loss of production. MDO shall indemnify MSMC in such occurrences.
- 18.15 The MDO are to employ, to the extent possible, skilled man power on the project and shall pay wages not less than the minimum wages as per minimum Wages Act or such other legislations or award of the minimum wage fixed by respective State Govt. or Central Govt. as may be in force. Payment of provident fund for the workmen employed by him for the work as per the laws prevailing under provision of EPF and allied scheme valid from time to time shall be the responsibility of MDO. MDO shall also submit statutory returns.
- 18.16 The MDO shall comply with statutory requirements of all applicable acts including Child Labour (Prohibition & Regulation) Act, 1986 as mended from time to time and all rules, regulations and schemes framed thereunder from time to time in addition to other applicable labour laws.
- 18.17 The MDO is exclusively responsible for the completion and supervision of the entire Work, either personally or through its qualified supervisory agents or staff acceptable to the MSMC. MDO must employ technically qualified and experienced statutory staff to ensure that excavation is done strictly in accordance with the mine plan. MSMC can insist on employing more supervisory staff, if required, for efficient execution of the Work. The MDO hereby agrees to abide by the decision of the MSMC in this regard.

- 18.18 All the personnel engaged by the MDO in connection with the performance of the Work shall be the employees of the MDO and no claim shall lie against the MSMC in respect of non-payment of wages or remuneration of any description due by the MDO to his / their employees or for any failure on the part of the MDO in the discharge of his /their obligations to his / their employee.
- 18.19 In the event of the MSMC becoming liable for any claims by any person or persons as a result of applications of the provision of the said Acts and the Rules and Regulations and orders there under, the MSMC has the right to deduct the said amount from the amounts due to the MDO from his bills or performance security.
- 18.20 The MDO shall issue photo identity card / gate passes to all its employees. Further, the employees once deployed for mining, transportation, stocking and loading operations will not be changed without prior permission of MSMC.
- 18.21 The MDO shall be responsible for protecting the property from any loss or damage from whatever causes at its own expense, during the entire Agreement. Any damage, if occurs, the MDO shall repair the same at its own expense to the satisfaction of MSMC. The MDO shall be responsible for such monitoring its own material, storage areas, store house, equipment yard etc., as may be required. MSMC shall not accept any responsibility for protection of the MDO's equipment, tools and materials.

19 Responsibility of MSMC

- 19.1 All the statutory payment as per this mining policy will be borne by MSMC to Government
- 19.3 Overall supervision of the sand excavation, transportation, Stocking and loading operations.
- 19.4 Deployment of statutory manpower, monitoring, and supervision of dedicated sand bearing area and Stockyard.
- 19.5 Establishing and maintaining a system of check and balances to prevent unauthorized pilferage from the mine.
- 19.6 Nothing contained herein in para 19 shall be interpreted or construed as waiver of any of the conditions as given in para 17 or 18 above neither shall it in any way absolve the MDO in fulfilment of its responsibilities as specified in para 18 above.

20 Determination of Sand volume

20.1 For billing purpose, the volume of excavation of sand shall be decided based on sand dispatched as per the transit pass in cubic meters, which is issued at Stockyard to lorries/any vehicle by MSMC. Decision of MSMC is final in this matter.

21 Sand Mining Fee

21.1 MSMC shall pay MDO a lump-sum amount of INR [xx] per cubic meter of Sand excavated, transported to Stockyard and loaded in the vehicle of the buyers at the Stockyard. The payment shall be made on realisation basis after sale of sand and no advance shall be paid by MSMC in any condition. In case of delay in sale of sand, the payments will be released anytime upto 30th September 2019, no interest would be payable on such delayed payments. Also, the MDO in no circumstances will claim any sort of idle cost or expenses from MSMC.

21.2 Taxes, levies and fees applicable for the execution of the Work such as GST, royalty payable to the State and/or Central government is not included in the lump-sum price and shall be reimbursed at actuals based on documentary evidence. Any taxes payable by the Bidder which are not incidental to the Work, including income tax, any such duties, on electricity and water, etc., shall not be paid or reimbursed by MSMC.

22 Payment

22.1 Within three (3) Business Days of the start of every month, MDO shall raise an invoice to MSMC for the quantity of Sand excavated, transported to stockyard, and loaded into Lorries of buyers in the previous month.

22.2 The invoice amount shall be calculated by multiplication of SMF quoted by the MDO, and the volume of Sand determined in clause 20.

22.3 Within thirty (30) Business Days of the receipt of such invoice from MDO by MSMC, MSMC shall pay the amount to MDO as per the invoice.

23 Dispute Resolution

23.1 If any dispute or difference arises between MSMC and the MDO, firstly efforts shall be made to settle the dispute at the Company Level.

23.2 Thereafter, the MDO shall make a written request to Managing Director, MSMC for settlement of such dispute/claim within 30 (thirty) days of the cause arising the dispute/claim, failing which no dispute/claim of the MDO shall be entertained by MSMC.

23.3 If the dispute or difference persists, the redressal of the dispute may be sought in the Court of Law i.e. under the jurisdiction of Nagpur Court only.

24 Indemnification

24.1 The MDO will indemnify and hold MSMC, its employees, agents, consultants, sub-contractors or affiliates harmless from and against:-

- (i) Any losses, liability, claims, demands, causes of action or other litigation (including all costs and expenses) of any kind arising directly or indirectly in favor of any third party (including MSMC or the contractor, agents, consultants or sub-contractors of any tier, personnel and their dependents) on account of bodily injury, death, loss of, or damages to property, caused by or resulting from the actions or inactions of the indemnifying party.
- (ii) Any costs, prosecutions, penalties or other liability arising due to failure of the indemnifying party to comply with the applicable law.

- (iii) Any claims, demands, clauses of action or other litigation of any kind arising out of the performance of work by the contractor in accordance with the Scope of Work.

25 Force Majeure

- 25.1 Force Majeure means an act, event or cause which is beyond the reasonable control of MSMC or the MDO, and not involving MSMC or the MDO's fault or negligence, including but not limited to:
- (i) Acts of God, lightning strikes, earthquake, cyclones, floods, storms, explosions, fires and any natural disaster;
 - (ii) Acts of war, acts of public animosity, terrorism, riots, civil commotion, malicious damage, sabotage and revolution, industrial site disputes or disputes which materially stop the works for a period of more than 3 months;
 - (iii) Takeover of dedicated sand bearing area by the Government and/ or any Agency designated by government resulting in complete loss of production;
 - (iv) Regulatory changes in the mining laws prohibiting contract mining; and
 - (v) Any order passed by a Court which injunct excavation of Sand.
- 25.2 Force Majeure does not include breakdown of machinery or equipment and other disruptions which are caused by negligence or otherwise on the part of MDO and/ or MSMC.
- 25.3 If MSMC or the MDO (the "Affected Party") becomes unable by Force Majeure to carry out an obligation under the Agreement strictly in accordance with the Agreement:
- (i) the Affected Party must give to the other Party prompt written notice and reasonable particulars of the Force Majeure and, so far as is known, the probable extent to which the Affected Party shall be able to perform or be delayed in performing its obligation;
 - (ii) the other Party may give notice to the Affected Party of the extent to which the other Party's ability to comply with its obligations shall be affected by the Affected Party's inability to comply with its obligations;
 - (iii) the relevant obligations of the Affected Party and the other Party, so far as they are affected by the Force Majeure, shall be suspended during, but no longer than, the continuance of the Force Majeure; and
 - (iv) the Affected Party must use all possible diligence to overcome or remove the Force Majeure as quickly as possible but the Affected Party shall not have to settle any labour or other dispute creating the Force Majeure on terms contrary to its wishes
- 25.4 In the event of both MSMC and the MDO giving a Force Majeure notice, the Parties must meet promptly and each use reasonable endeavours to reach a mutually acceptable solution to alleviate any hardship or unfairness caused by either Party as a result of the circumstances constituting the Force Majeure.
- 25.5 Nothing in this clause prevents MSMC, during the continuation of any Force Majeure claimed by MDO, from taking any reasonable measure, including engaging third parties to perform the obligations of the MDO, for the purpose of mitigating any loss that it may incur as a result of any such Force Majeure.

26 Change in Work

- 26.1 MSMC may, without cancelling the Agreement and without notice to the MDO's sureties, if any, make changes within the Scope of Work or otherwise vary the Scope of Work. The MDO shall comply with such changes and variations in the manner and to the extent specified in written orders approved and issued by MSMC.
- 26.2 The MDO, prior to commencement of the changed Scope of Work, within seven (7) days of receipt of such order shall submit its revised rate to MSMC for consideration and sanction.
- 26.3 If MSMC, after due deliberation, determines the revised rate submitted by the MDO for executing the changed Scope of Work is unreasonable or inapplicable, MSMC can fix such other rate which it considers reasonable. The MDO shall have no claim for any compensation on account of any profit or advantage that might have occurred to it, from execution of the Work in full and / or without the change or variation as aforesaid.

27 Assignment and Subletting

- 27.1 The assignment and subletting of the Work is not permissible by MSMC.

28 Event of Default

- 28.1 An event of default is said to have occurred under the following conditions:
- (i) Delay in production of Sand by more than two week from Commencement Date of Work due to delay in deployment of the necessary equipment, staffs, labours and other operational requirements for Sand production.
 - (ii) A stock out position in the Sand Stock yard, i. e. Sand is not available for sale or on account of equipment, staffs, labours and other operational requirements for Sand production.
 - (iii) The quantity of Sand to be excavated by the MDO is half of the target (< 50%) quantities of respective year on account of equipment, staffs, labours and other operational requirements for Sand production.
 - (iv) The MDO has materially defaulted and failed to comply with the terms and conditions set in the Tender Document and the Agreement.
 - (v) The production of Sand is delayed for more than a year or permanently stopped due to a Force Majeure event for a continuous period of 3 (three) months.
- 28.2 Notwithstanding anything stated in the Tender Document and the Agreement, MDO shall be liable to pay Liquidated Damages in case of event of default as mentioned in clause 29.1 delay in deploying the necessary mining equipment, staff and labour and other operational requirements for Sand production. The Liquidated Damages would be calculated at 1% of the Annual Sand Mining Fee and would be determined on a weekly basis subject to a maximum of 10% of the total Annual Sand Mining Fee.

29 Recourse to Event of Default

- 29.1 In case of occurrence of an Event of Default event mentioned in clause 28.1. (i), 28.1. (ii) And 28.1 (iii), MSMC shall have the option to seek termination of contract. The termination shall be governed by clause 30.
- 29.2 In case of occurrence of default event mentioned in clause 28.1 (iv), clause 30.5 shall govern the possible recourse available to MSMC and the MDO.

30 Termination of Agreement

30.1 Termination for Default

- (i) In the case of the occurrence of Event of Default as mentioned in clause 28.1 MSMC shall seek Liquidated Damages in accordance with clause 28.2. If this Event of Default continues for a period of one (01) month from the date of its occurrence, MSMC may terminate the Agreement by written notice and shall invoke the Performance Bank Guarantee provided by MDO.
- (ii) In case of the occurrence of Event of Default as mentioned in clause 29.1(ii), MSMC shall be entitled to invoke 100% of the Performance Bank Guarantee provided by MDO.
- (iii) MSMC may terminate the Agreement by written notice to the MDO if any Approval (including any Mining Lease, Pollution Control License, open cut approval or any other license, permit, consent or permission required for the operation of the Mine) is cancelled, suspended or revoked due to MDO. MSMC shall invoke the Performance Bank Guarantee provided by MDO in case of such a termination.
- (iv) The MDO is or shall be made insolvent, or goes into liquidation or receivership or if any act is done or event occurs which has a similar effect to any of the foregoing acts or events.
- (v) The MDO is in serious breach of any Applicable Law or regulation affecting the Work.
- (vi) The MDO assigns the Agreement without prior written intimation and consent of MSMC

30.2 All obligations hereunder incurred prior to and which by their nature would continue beyond the cancellation, termination, or expiration of the Agreement shall survive such termination,

30.3 In the event of the expiration or termination of the Agreement under this Clause 30.1, MDO shall remove all the MDO's Employees, sub-contractors, all its Equipment and its goods and materials from the Sand Mine within 3 months from the time of expiration of the termination notice.

30.4 Notwithstanding other provisions of the Agreement, in the event this Agreement is terminated for any reason attributable to MSMC, MSMC is obliged to make payment to MDO for all Work executed and materials supplied by MDO up to and excluding the date of termination.

30.5 Termination due to Force Majeure

- (i) If a delay or failure by a Party to perform its obligations due to Force Majeure as provided in Clause 27 exceeds 3 (three) continuous months, the other Party may immediately terminate this Agreement by notice in writing to the Affected Party. In case of termination of Agreement due to Force Majeure, the Performance Bank Guarantee shall be returned to MDO.

Chapter 7. Forms for furnishing information for Technical Bids

FORM – A

Checklist of documents to be enclosed in the Bid

S. No.	Particulars	Declaration (Yes/No)
1.	Earnest Money Deposit for the value as indicated in Request For Proposal	
2.	Cost of Tender Document for the value as indicated in Request For Proposal	
3.	Formats enclosed-dully filled in and signed on each page along with all required enclosures, complete as per Instruction to Bidders	
	Form – A: Checklist of documents to be enclosed in the Bid	
	Form – B: Bid Letter	
	Form – C: Status of the Bidder	
	Form – D: Fulfilment of Eligibility Criteria	
	Form – E : Details of machinery equipment, tools, tackles etc., the MDO proposes to deploy for the Work	
	Form – F: Prescribed Forms for undertakings/ declaration by Bidder	
	Form – G: Power of Attorney	
5.	Tender Document including all annexures and schedules duly signed by Bidder on each page	
6.	Financial Bid submission in Form – H	

Signature of Bidder with date and Stamp

FORM – B

BID LETTER

(On the letter head of the Bidder)

[Date]

To

Managing Director

Maharashtra State Mining Corporation Limited

Khanikarm Bhawan, Nagpur – 440015

Maharashtra

Sub: Selection of MDO for Sand mining, transportation, stocking and loading Sand from Sand Ghat (s)

Dear Sir,

With reference to your Tender Document dated [date], I, having examined the Tender Document and understood their contents, hereby submit my Technical Bid. Capitalized expressions used in this letter have the same meaning as ascribed thereto in the Tender Document.

1. The Technical Bid is unconditional and unqualified.
2. We have reviewed the terms of the Tender Document and hereby unconditionally and irrevocably accept, agree and acknowledge the terms thereof.
3. We acknowledge that the MSMC will be relying on the information provided in the Technical Bid and the documents accompanying the Technical Bid for selection of the Preferred Bidder and subsequent selection of the Successful Bidder, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Technical Bid are true copies of their respective originals.
4. This statement is made for the express purpose of our participation in the Tender process and possible selection as Successful Bidder.
5. We hereby confirm that we satisfy all the eligibility conditions prescribed in the Tender Document. Specific confirmations with respect to our compliance with the eligibility conditions are provided below:

[Insert separate paragraphs for compliance with each of the eligibility conditions of the Tender Documents, with specific reference to enclosed documents as mentioned in the instructions.]
6. We hereby acknowledge that if we submit or produce any document and it is discovered subsequently that such document was false or incorrect then we shall be liable under the Applicable Law for the time being in force.
7. We shall make available to the MSMC any additional information it may find necessary or require to supplement or to authenticate the Technical Bid.
9. We acknowledge the right of the MSMC to reject our Technical Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by Applicable Law, our right to challenge the same on any account whatsoever.

10. We declare that:
- (a) We have examined and understood the Act, all rules framed thereunder, the Tender Document and all documents referred therein;
 - (b) We have examined and have no reservations to the Tender Document, including any amendment/s issued by the MSMC vide corrigendum/addendums from time to time.
 - (c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the Tender Document, in respect of any tender or request for proposal issued by or any agreement entered into with the State Government or any other public sector enterprise or any government, central or state; and
 - (d) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
11. We understand that you may cancel the Tender process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid, without incurring any liability to the Bidders, in accordance with the Tender Document.
12. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the State Government/MSMC in connection with the selection of the Preferred Bidder, or in connection with the Tender process itself, in respect of the Tender Document and the terms and implementation thereof.
13. In the event of us being declared as the Successful Bidder, we agree to enter into Agreement and other documents in accordance with the Tender Document and pay such amounts and provide such PBG as required therein.
14. We have ensured compliance with the Tender Document and to the best of our Knowledge this Bid is conforming to the terms thereof.
15. We agree and understand that the Bid is subject to the provisions of the Tender Document. In no case, we shall have any claim or right of whatsoever nature if the work is not awarded to us or our Bid is not opened or rejected.
16. The Financial Bid has been quoted by us after taking into consideration all the terms and conditions stated in the Tender Document, our own estimates of costs and feasibility and after a careful assessment of the geological and other information and all the conditions that may affect the work.
17. We shall keep this offer valid for 180 days from the Bid Due Date specified in the Tender Document or such extended duration as may be agreed with State Government.

In witness thereof, we submit this Bid letter forming part of our Technical Bid under and in accordance with the terms of the Tender Document.

Yours faithfully,

(Signature, name and designation of Authorised Signatory)

Name and seal of Bidder

Date:

Place:

Enclosed:

(a) [list and description of documents enclosed]

FORM -C**Status of the Bidder**

Name of the Bidder	
Address of Registered Office	
Address for correspondence	
Telephone No.	
Fax No.	
E-mail Address	
Attested copies of Deeds, Memorandum of Association and Articles of Association to be enclosed	
Name of person holding power of attorney (Attested copy of power of attorney to be enclosed)	
Names of Partners with their Present and permanent address	
Name of Bankers with full address and Telephone No.	
PAN of Bidder (copy to be enclosed)	
PF Registration No. (copy to be enclosed)	
GST Registration No., if applicable (copy to be enclosed)	
Details of the litigation, court cases and arbitration either completed or under progress during last 10 years by the company or any partner/proprietor of present company was associated in any capacity	

Signature of Bidder with date and Stamp

FORM – D

Fulfilment of eligibility criteria

Part 1: Details of the Bidder

Name of the Bidder	
Legal status of the Bidder [Individual/ Partnership firm/Limited Liability Partnership/Limited Liability Company/Individual]	

Part 2: Works executed in case of an Individual

Full postal address of the client and description of the work	Value of contract in INR	Qty. extracted/ transported	Scheduled completion as per contract	Date of commencement	Date of Completion	Reason for delay if any

Part 3: Works executed in case of Firm or Company

Full postal Address of the client and description of the work	Value of contract in INR	Qty. extracted/ transported	Scheduled completion as per contract	Date of commencement	Date of Completion	Reason for delay if any

Part 4: Evidence of ownership or hiring agreement with the owner of required vehicles and HEMM

S. No.	Name of the machinery	Number	Owned/Leased	Documentary evidence submitted
1.	Excavator			
2.	Pay Loader			
3.	Trucks/ Tractor Trolleys			

Signature of Bidder with date and Stamp

Note:

- a) In case the Bidder is a Company, Certificate of registration of the Bidder has to be furnished by the Bidder.
- b) In case the Bidder is an Individual, a copy of passport or birth certificate or voter ID card or Aadhar card needs to be furnished by the Bidder.
- c) In case the Bidder is a Firm, the constituent documents along with particulars of all the members of the firm has to be furnished by the Bidder. In such case each member of the firm would be required to comply with the requirements prescribed in the Tender Documents with respect to submission of documents.
- d) Contract agreement with mine owner
- e) Certificate of production from mine owner
- f) Certificate from statutory auditor certifying the volume of production

Form - E

Details of Machinery, Equipment and Vehicles

S.No.	Name of the machinery	Capacity/ Specification	Owned or Lease	Documentary evidence shall be submitted either in the form of Ownership/Lease Agreement on Non-Judicial Stamp Paper

Note: Documentary proof to be enclosed (Registration certificate/Insurance /Purchase document/ financing paper/agreement). In case of agreement with second party, documentary evidence of ownership of equipment owned by second party to be enclosed.

Owned and capable of mobilizing should be given separately with a proper proof of the claim

Signature of Bidder with date and Stamp

Form - F

Prescribed Forms for undertakings/ declaration by Bidder

DECLARATION

(On letter head of the Bidder)

From:

Date:

To,

The Managing Director,

Maharashtra State Mining Corporation Ltd.,

Nagpur, Maharashtra

Dear Sir,

I/we here by solemnly declare that any of our Directors or Partners, jointly or severally and/or individually or our firm/company have not been black listed by the Central Govt. or the State Govt. or its undertakings. We do not have any order/declaration of insolvency, judgement or order of punishment/sentence by any court of law or any judicial/quasi-judicial body.

I/we here by further declare that, if the declaration is found untrue, the MSMC shall be entitled to take any action against us severally and/or individually or our firm/company in this regard in any manner that may be deemed fit by MSMC.

Yours Faithfully,

.....

Signature and Stamp of the Bidder

Form – G

Format of Power of Attorney

Know all men by these presents, We _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/ Ms (name), _____ son/daughter/wife of _____ and presently residing at _____, who is [presently employed with us and holding the position of _____], as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposals[s] for Selection of MDO for sand mining, transportation, stocking and loading Sand from _____ ghat (s) at _____, including but not limited to signing and submission of all applications, Proposals and other documents and writings, participate in Pre-Applications and other conferences and providing information/ responses to MSMC, representing us in all matters before MSMC, signing and execution of all Agreements and undertakings consequent to acceptance of our Proposal, and generally dealing with MSMC in all matters in connection with or relating to or arising out of our Proposal for the said tender and/ or upon award thereof to us and/or till the entering into Agreements with MSMC.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____, 2 _____

FOR

(SIGNATURE)

(NAME, TITLE, ADDRESS)

WITNESS:

- 1.
- 2.

(ACCEPTED)

(SIGNATURE)

(NAME, TITLE, ADDRESS OF THE ATTORNEY)

[NOTARIZED]

- a) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- b) Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

Chapter 8. Form for furnishing information for Financial Bid

Form – H

Financial Bid

Name of Work:

Name of Bidder:

Address of Bidder:

To,

The Managing Director,

Maharashtra State Mining Corporation Ltd.

(A Government of Maharashtra Undertaking)

Khanikarm Bhawan, Plot No.7 Ajni Square

Nagpur - 440015

Maharashtra, India

Dear Sir,

Sub: Financial Bid submission for Selection of MDO for Sand mining, transportation, stocking and loading Sand from _____ ghat (s)

S No.	Name of District	Tentative sand excavation for One (1) year in CUM (X)	Unit in INR per CUM		Total Value in INR (X*Y)
			Amount (In figures) (Y)	Amount (In Words)	
1.	Nagpur				
2.	Bhandara				
3.	Gondia				
4.	Gadchiroli				
5.	Chandrapur				
6.	Wardha				

Additional per brass per km charge (applicable only in case lead is above 3 kms) Rs. _____.

Note: Rate includes all taxes except GST.

Signature of Bidder with seal

Dated: _____

Form - I

FORMAT OF BANK GUARANTEE FOR PERFORMANCE BANK GUARANTEE (PBG)

Ref: _____ Bank Guarantee: _____ Date: _____

To,

The Managing Director,

Maharashtra State Mining Corporation Ltd.,

Nagpur, Maharashtra

Dear Sir/Madam,

In consideration of Maharashtra State Mining Corporation Ltd., (hereinafter referred as the "Authority", which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s. _____ (hereinafter referred to as the "MDO" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of Authority's Contract Agreement No. _____ dated _____ and the same having been unequivocally accepted by the MDO, resulting in a Contract valued at _____ for (name of the project) _____ (hereinafter called the "Contract") and the MDO having agreed to furnish a Bank Guarantee to the Authority against the release of retention money as stipulated by the Authority in the said contract for accuracy of the services performed amounting to Rs. _____ (in words and figures).

We _____ (Name of the Bank) having its Head Office at _____ (hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the Authority immediately on demand any or, all amount payable by the MDO to the extent of _____ as aforesaid at any time up to _____ @ _____ without any demur, reservation, contest, recourse or protest and/or without any reference to the MDO. Any such demand made by the Authority on the Bank shall be conclusive and binding notwithstanding any difference between the Authority and the MDO or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Authority discharges this guarantee.

The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary it or to extend the time for performance of the contract by the MDO. The Authority shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Authority and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Authority and the MDO any other course or remedy or security available to the Authority. The bank shall not be relieved of its obligations under these presents by any exercise by the Authority of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Authority or any other indulgence shown by the Authority or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Guarantee shall remain valid for a period of 15 months from the date hereof and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s.

_____ on whose behalf this guarantee has been given

Dated this _____ days of _____ 2018 at _____

WITNESS _____

(Name) _____ (Name)

(Signature) _____ (Signature)

(Official Address) Designation (with Bank stamp) Attorney as per Power of

Attorney No. _____

Dated _____

Strike out whichever is not applicable. @ The date will be nine months after the date of commencement of services. However its validity should be extendable if requested by MSMC, Nagpur.

Note:

- i. The stamp papers of appropriate value shall be purchased in the name of bank that issues the "Bank Guarantee".
- ii. Note 2: The Bank Guarantee will be accepted which is issued by any Scheduled Commercial Bank in India having its office at Nagpur

Annexures I

Draft Agreement

(Subject to modifications as required by MSMC)

Contract No.

Dated.....

This Agreement is made on the day of 20[XX] at Nagpur between “Maharashtra State Mining Corporation Limited”, a Company incorporated under the Companies Act 1956, having its registered office at Khanikarm Bhawan, Plot No. 7, Ajni Square, Wardha Road, Nagpur 440015 (hereinafter referred to as the “MSMC”) which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns on the One Part and

“[Name of MDO]”, a Company registered under the [Act], having its registered office at [Office Address] (hereinafter referred to as the “MDO”) which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its partners, successors and assigns on the Second Part.

WHEREAS

- A. MSMC, incorporated in 1973, is a Government of Maharashtra undertaking involved in mining of minerals.
- B. MSMC invited Tender for the Selection of MDO for Sand mining, transportation, stocking and loading Sand from _____ ghat (s) at _____
- C. [Name of MDO] participated in the Tender and has been selected as the Successful Bidder.
- D. MDO was issued a Letter of Intent vide letter no. XXX dated XXX by MSMC. MDO accepted Letter of Intent vide letter no. XXX dated XXX.
- E. Subsequently, MDO submitted a Performance Bank Guarantee vide Bank Guarantee No. XXX for an amount of XXX dated XXX.
- F. Accordingly, MSMC has decided to appoint [Name of MDO] as “MDO” having the sole responsibility to perform the Work and implement the Project in accordance with the terms of the Agreement and XXX agrees and undertakes to perform and comply with all the obligations of the MDO under this Agreement and to be solely responsible for the same and to carry out the Work (as defined hereinafter) in accordance with the terms and conditions as set out in this Agreement.

NOW, THEREFORE, in consideration of the agreement and covenants hereinafter set out, and intending to be legally bound hereby, the Parties hereto covenant and agree with each other as follows:

- 1. The words and expressions mentioned in the Agreement shall have the same meaning as are respectively assigned to them in the conditions of the Tender Document dated _____.
- 2. The following documents issued for the above work shall be deemed to form part and parcel of this Agreement and the same may be read and construed as part of this Agreement viz.
 - a) Tender/RFP number ___ published on _____
 - b) Details mentioned in Forms – A,B, C, D, E, F, G and rate quoted as mentioned in Form – H as specified in the Tender
 - c) Letter of Intent / Work Order

3. In consideration of the payments to be made by MSMC to the MDO, the MDO hereby agrees to all covenants with MSMC to complete and maintain the Works in conformity with the provisions of the Agreement in all respects.
4. MSMC hereby agrees to the covenants to pay the Contractor in consideration for Sand Mining from _____, as per the rate mentioned in Form – I under Clause 2 (b) above, as per the terms and conditions mentioned in the Tender Document.
5. This Agreement constitutes the sole and entire Agreement between MSMC and the MDO with regard to its subject matter and a warranty, representation, guarantee or other term or condition of any nature not contained or recorded in this Agreement is of no force or effect.
6. Nothing in this Agreement constitutes or shall be deemed to constitute a partnership between the MSMC and the MDO or the appointment of the MDO as the agent of the other, or the employment of one Party by the other, for any purpose whatsoever. Other than expressly provided by this Agreement, no Party has the authority or power to bind the other to contract in the name of, and create a liability against, the other in any way or for any purpose.
7. Each Party must do all things and execute all documents necessary to give full effect to this Agreement.
8. This Agreement may be executed in two counterparts. All counterparts when so executed shall be effective for the purpose of binding the Parties hereto, and both of which shall together constitute the same instrument.
9. Each Party must pay its own costs in connection with the preparation, completion and carrying into effect of this Agreement.
10. This Agreement is governed by Indian law.
11. The rights, duties and remedies granted or imposed under the provisions of this Agreement operate to the extent not excluded by any Applicable Law.
12. Both Parties hereby agree that with regard to the execution of this Agreement for the resolution of any dispute and for correspondence between Parties, English language is adopted as the contract language.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE GOT THEIR RESPECTABLE HANDS ON THE DATE HEREIN ABOVE FIRST MENTIONED

For and on behalf of MSMC

Signature:

Name (block letters):

Designation:

Address:

Telephone:

Fax:

Email:

Witness 1

For and on behalf of MDO

Signature:

Name (block letters):

Designation:

Address:

Telephone:

Fax:

Email:

Witness 1

- a) Signature
- b) Name (block letters)
- c) Address & Occupation

Witness 2

- a) Signature
- b) Name (block letters)
- c) Address & Occupation

- a) Signature
- b) Name (block letters)
- c) Address & Occupation

Witness 2

- a) Signature
- b) Name (block letters)
- c) Address & Occupation